

RESPONSE AND REMARKS

CLAIM REJECTIONS UNDER SECTION 112

In the Office Action, the Examiner rejected Claims 1-12 and 32-43 under 35 USC 112, on the grounds that the limitation in Claims 1 and 32 that a "carrier-specific shipping rate is displayed adjacent a display indication a respective time and date before which a particular respective carrier would deliver the respective particular parcel" is indefinite. The Examiner found it unclear how a rate is displayed adjacent the time and date when the date (per dependent claims) is indicated on one axis, and time is indicated on the other. The Examiner's rejection of Claims 1-12 and 32-43 under 35 USC 112 has been carefully considered; the following response is respectfully submitted.

RESPONSIVE REMARKS REGARDING CLAIM REJECTIONS UNDER SECTION 112

First, it is respectfully noted that the phrase quoted by the Examiner differs from the limitation actually recited by the Claims as they were previously amended with the last-filed Amendment and Response With Request For Continued Examination. Specifically, the limitation recited by both Claims 1 and 32 is "... each respective service-specific, carrier-specific shipping rate is displayed adjacent a display *indicating* a respective time and date before which a particular respective carrier would deliver the respective particular parcel ..." (emphasis added).

It is respectfully asserted, for the following reasons, that the recited limitation of Claims 1 and 32 is not inconsistent with, or indefinite in view of, the recitation in dependent claims that one axis represents date and another axis represents time. Claims 1 and 32 are directed to a "... simultaneous online interactive graphic cross-comparison of a plurality of respective service-specific, carrier-specific shipping rates ...". It is respectfully asserted that, in a graphic cross-comparison in which date is indicated on one axis and time is indicated on a second axis, an intersection between a date and a time comprises a "... display

indicating a respective time and date ...". Therefore, it is respectfully asserted that the recitation that "... each respective service-specific, carrier-specific shipping rate is displayed adjacent a display *indicating* a respective time and date before which a particular respective carrier would deliver the respective particular parcel ..." (emphasis added) as claimed in Claims 1 and 32 is definite in that, in a graphic cross-comparison in which date is indicated on one axis and time is indicated on a second axis, shipping rates that are displayed in the graphic cross-comparison are displayed adjacent a "... display indicating a respective time and date ...".¹

CLAIM REJECTIONS UNDER SECTION 103(a)

In the Office Action, the Examiner rejected Claims 1-21, 26-52, and 57-70 under 35 USC 103(a) as being unpatentable over Kara (U.S. Patent No. 6,233,568; "*Kara*") in view of UPS® Service Guide (www.ups.com), FedEx® Serices (www.fedex.com) and Barnett et al. (U.S. Patent No. 6,369,840; "*Barnett*"). The Examiner's rejection of Claims 1-21, 26-52, and 57-70 under 35 USC 103(a) has been carefully considered; Claims 1, 13, 21, 32, 35, 44, 63 and 64 have been amended to more distinctly claim the claimed invention; the following responsive remarks are respectfully submitted.

RESPONSIVE REMARKS REGARDING CLAIM REJECTIONS UNDER SECTION 103(a)

In rejecting the Claims, the Examiner stated that "Kara discloses a display where the rates of each carrier are displayed adjacent to the selected services (See Figures 8A)."

First, it is respectfully submitted that the Claims, as they now stand, do not recite displaying rates adjacent to selected services. Rather, e.g., Claim 1 is directed to: "display ... a ... simultaneous online interactive graphic cross-

¹ As the Examiner states in the Examiner's discussion at another point in the Office Action regarding the *Barnett* reference, "... when the rates are displayed in a matrix, then each of the rates are displayed adjacent to the axis, and therefore displayed adjacent to the time and date of the service...". Office Action, page 4, Topic 7.

comparison of a plurality of respective service-specific, carrier-specific shipping rates ... wherein each respective service-specific, carrier-specific shipping rate is *displayed adjacent a display indicating a respective time and date before which a particular respective carrier would deliver the respective particular parcel ...*".
(Emphasis added).

1. **Kara**

Further, it is respectfully submitted that, as compared to the Examiner's statement that "Kara discloses a display where the rates of each carrier are displayed adjacent to the selected services (See Figures 8A)...", Kara, and the cited Kara Figure 8A, do not disclose displaying rates of each carrier adjacent to the selected services. Rather, Kara, and the cited Kara Figure 8A, disclose a user pre-selection of a particular delivery service and a display of carrier-specific rates for the pre-selected delivery service *adjacent to an identifier of the respective carrier*.

In comparing Kara to the Claims of the present application, it may be useful to consider the following disclosures of Kara that clarify this aspect of the Kara system:

Preferably, the invention operates to provide a user with information regarding shipping an item via ones of the available shipping service providers in order that the user may make an informed decision as to which such provider to choose for a particular transaction. For example, the user may make selections, such as a zone, delivery schedule, and shipping weight, and be presented with the fees and other information, such as service limitations, insurance availability, additional services, etc., associated with various ones of the shipping service providers associated with these particular selections. Thereafter, the user may select a particular shipping service provider and/or a particular service offered by the shipping service provider and the invention operates to print an indicia or other proof of payment or obligation for payment, i.e., a valid waybill including user number and transaction number indicating authorization for the shipping service provider to provide the service for the designated fee.

Kara, col. 5, lines 56 – col. 6, line 6).

In order to present the user with information from which to make an informed choice as to a particular shipping service provider by which to ship the piece of mail or other item, the E-STAMP program may calculate the fees associated with a plurality of the available shipping service providers. Accordingly, the user may select shipping service providers of interest (not shown) in order to allow the E-STAMP program to determine the fees for only those shipping service providers. Thereafter, the E-STAMP program may calculate and display fees associated with shipping the item via the selected shipping service providers according to the desired shipping and/or delivery parameters, i.e., class, urgency, etc. Where a selected shipping service provider does not provide a desired shipping and/or delivery parameter, the E-STAMP program may indicate such and provide the fees for a service offered by that particular shipping service provider most near that desired by the user.

However, in the preferred embodiment, the E-STAMP program automatically calculates the fees for each shipping service provider offering service commensurate with the desired shipping and/or delivery parameters. Additionally, the E-STAMP program may indicate other ones of the shipping service providers which do not provide a desired shipping and/or delivery parameter and provide the fees for a service offered by that particular shipping service provider most near that desired by the user, as well as indicate how their service differs from that desired.

Kara, col. 22, lines 21 – 48).

As compared to displaying shipping rates for each service of a plurality of services offered by each carrier of a plurality of carriers (as claimed in one way or another in Claims 1, 13, 21, 32, 44, 52, 63 and 64), Kara discloses a “program [that] automatically calculates the [shipping] fees for each shipping service provider offering service *commensurate with the desired shipping and/or delivery parameters.*” Kara, col. 22, lines 39 – 42 (emphasis added). Therefore, according to Kara, a user of Kara must first indicate the desired shipping and/or delivery parameters (e.g., Overnight, or Same Day, or Next Day, or 2-Day, or 3-Day) so that the Kara “program [will] automatically calculate[] the [shipping] fees for each shipping service provider offering service *commensurate with the desired shipping and/or delivery parameters.*” Kara, col. 22, lines 39 – 42 (emphasis added). That is, only once a user has indicated a desired type of service, will the Kara program calculate the shipping rate for each carrier that supports *the desired service*.

Importantly, as can be seen in FIG. 8 of Kara, only one rate per carrier would be displayed at a time. Accordingly, where, as is disclosed in, e.g., the UPS® reference, a carrier has more than one service (e.g., UPS® Next Day Air Early A.M., UPS® Next Day Air, UPS® 2nd Day Air A.M.), Kara provides no disclosure for display or calculation of a rate for *each* service of the respective carrier. Further still, Kara provides no disclosure of calculating and displaying a shipping rate for "... each respective service of a plurality of services offered by each respective carrier of a plurality of carriers ..." as claimed, e.g., in Claims 1 and 13.

As compared to, e.g., independent Claims 1, 32 and 63 of the present application which are directed to, among other things, "...a respective *simultaneous* online interactive graphic cross-comparison of a plurality of respective service-specific, carrier-specific shipping rates ..." (*cf. also*, e.g., Claims 13, 27, 28, 44, 58, 59, and 64), in order to obtain a cross-comparison of rates using Kara, it is respectfully submitted that a user would need to first indicate a first "urgency", e.g., "Overnight" on FIG. 8 of Kara, so that the Kara system would, according to the specification of Kara (e.g., Kara, col. 22, lines 39 – 42), calculate the rates for the shipping service providers (depicted in FIG. 8 of Kara as "US Post", "Federal Express", "DHL", "UPS", "Purolator", and "Emery") via the indicated first "urgency". Once the system had calculated the rates, the user could, for example, write the rates, or print the screen showing the rates, for the first indicated "urgency".

Next, in order to obtain a cross-comparison of rates using Kara, a user of Kara would need to indicate a second "urgency", e.g., "Next day" on FIG. 8 of Kara, so that the Kara system would, according to the specification of Kara (e.g., Kara, col. 22, lines 39 – 42), calculate the rates for the shipping service providers (depicted in FIG. 8 of Kara as "US Post", "Federal Express", "DHL", "UPS", "Purolator", and "Emery") via the indicated second "urgency". Once the system had calculated the rates, the user could, for example, write the rates, or print the screen showing the rates, for the second indicated "urgency".

The user would need to continue to indicate each successive "urgency", to cause the Kara system to calculate rates for each successive indicated urgency for each shipping service provider; the Kara user would need to then write the rates, or print the screen showing the rates, for each successive "urgency".

Only when the Kara user had completed the process of indicating each successive "urgency", obtaining the rates, and writing the rates or printing the screens, would the Kara user have a cross-comparison of rates. However, even after having gone through such a process, the Kara user would have only a paper record of a cross-comparison of rates, and would still not have a "simultaneous online interactive graphic cross-comparison of ... shipping rates" (e.g., as claimed in amended independent Claims 1, 32, and 63) or a "simultaneous[] display to a first particular user of a plurality of users [of] a first cross-comparison of a first plurality of service-specific, carrier-specific shipping rates... wherein the first cross-comparison is displayed to a respective display device that communicates with the respective user client computer device used by the first particular user " (e.g., as claimed in amended independent Claims 13, 44, and 64). Further still, even after having gone through such a process, the Kara user would not have a

...simultaneous online interactive graphic cross-comparison of a plurality of respective service-specific, carrier-specific shipping rates, wherein the respective service-specific, carrier-specific shipping rates are calculated and displayed for each respective service of a plurality of services offered by each respective carrier of a plurality of carriers to ship the respective particular parcel, wherein each respective service-specific, carrier-specific shipping rate is displayed adjacent a display indicating a respective time and date before which a particular respective carrier would deliver the respective particular parcel to a respective particular delivery destination via a particular respective delivery service...

as claimed, e.g., in Claims 1 and 32.

2. UPS® and FEDEX®

In the Office Action, the Examiner stated that "... Kara does not specifically disclose rates being calculated with respect to time ...", but stated

that "[b]oth UPS® and FedEx® disclose specific services where they are guaranteed delivery by a certain time in the day." It is respectfully submitted that neither the UPS® nor the FedEx® references disclose a simultaneous cross-comparison display of rates with respect to time and date. Notably, the cited FedEx® reference does not disclose any calculation of rates. Further, as compared to a simultaneous cross-comparison display of rates with respect to time and date, it is respectfully submitted that the UPS® reference discloses only discrete rate calculations for particular delivery services.

The cited UPS® reference depicts multiple screen shots; each screen shot describes one UPS® delivery service; and for each delivery service, the UPS® reference shows a "Quick Cost Calculator" link to determine shipping rates, availability and delivery times for the relevant delivery service. For example, one screen shot describes UPS® Next Day Air Early A.M. and provides a "Quick Cost Calculator" link to determine shipping rates, availability and delivery times for UPS® Next Day Air Early A.M. Another screen shot describes UPS® Next Day Air and provides a "Quick Cost Calculator" link to determine shipping rates, availability and delivery times for UPS® Next Day Air. Yet another screen shot describes UPS® 2nd Day Air A.M. and provides a "Quick Cost Calculator" link to determine shipping rates, availability and delivery times for UPS® 2nd Day Air A.M.

It is respectfully submitted that, even though both the UPS® and FedEx® references disclose various delivery services, and even though the UPS® reference discloses a "Quick Cost Calculator" link for calculating a rate for a particular delivery service, there is no disclosure in either the UPS® or FedEx® references of a cross-comparison display or calculation of rates for the various UPS® or FedEx® delivery services for delivering a parcel by or before a respective particular parcel delivery time on a respective particular parcel delivery date, as compared to the limitations claimed in one way or another in, e.g., Claims 1, 32, and 63. That is, as compared to the limitations claimed in one way or another in, e.g., Claims 1, 32, and 63, there is simply no disclosure in

either the UPS® or FedEx® references of a calculation and display of rates with respect to both date and time by which a delivery would be made.

It is respectfully submitted that the distinction is patentable because a mere listing of various delivery service levels offered by a single carrier lists the service levels, but does not explicitly identify (such as by displaying) a date and time by which, or before which, the parcel would be delivered. As disclosed in the specification of the present application, certain carriers and/or delivery services may not support delivery on certain days, for example, Saturdays, or Sundays. See, e.g., Specification, page 61, line 25 through page 62, line 14. That is, even if a package is sent on a Thursday via a two-day service with a certain carrier, if that service, and/or that carrier does not support Saturday delivery, then even though the delivery service name may imply that the delivery would be made on Saturday, the actual schedule for delivery for that particular service for that particular carrier would not take place until the following business day, e.g., the following Monday.

The UPS® reference cited by the Examiner teaches that some UPS® services support Saturday delivery; whereas others do not. For example, the UPS® reference screen shot that describes UPS® Next Day Air Early A.M. mentions, among other things, both a Saturday Delivery option and a Saturday Pickup option. The UPS® reference screen shot that describes UPS® Next Day Air mentions, among other things, both a Saturday Delivery option and a Saturday Pickup option. In contrast to UPS® Next Day Air Early A.M. and UPS® Next Day Air, the UPS® reference screen shot that describes UPS® 2nd Day Air A.M. mentions, among other things, a Saturday Pickup option, but does not mention a Saturday Delivery option.

Notably, none of the pages of the UPS® reference mention a Sunday delivery.

In order to obtain a cross-comparison of rates for shipping a parcel according to various services (e.g., UPS® Next Day Air Early A.M., UPS® Next Day Air, UPS® 2nd Day Air A.M.) described in the UPS® reference, a user would have to separately navigate to each of the UPS® Next Day Air Early A.M., UPS®

Next Day Air, UPS® 2nd Day Air A.M. screens, click on the "Quick Cost Calculator" link on the particular screen for the particular service, enter the information for shipping the parcel (presuming for the sake of argument that such screens would be available, because such screens are not shown in the reference), obtain a shipping rate, write the shipping rate down, and then proceed to the screen for the next service, and repeat the process until rates for all the services had been obtained and written down.

Even after going through all of the screens, and after recording the rates, there is no disclosure in the UPS® reference that the user would have a display of rates for delivering the parcel *with a corresponding display* of a particular time and a particular date on which, or by which, each service would deliver the parcel. That is because, the names of the services notwithstanding, the names of the services can differ from an actual delivery of a parcel via a particular delivery service, depending on the day on which a parcel is shipped. For example, even though the name of one UPS® service depicted in the UPS® reference is "UPS® Next Day Air Early A.M.", if a package was shipped on a Saturday using the UPS® Next Day Air Early A.M. service, there is no indication on the UPS® Next Day Air Early A.M. screen that the package would be delivered on the next day -- that is because there is no indication on the UPS® Next Day Air Early A.M. screen that Sunday delivery is supported. Therefore, it is respectfully submitted that the UPS® Next Day Air Early A.M. service would deliver a package shipped on a Saturday on the following Monday. If a package was shipped on a Saturday using the UPS® 2nd Day Air A.M., it is respectfully submitted that the package would also be delivered on the following Monday.

As compared to merely disclosing specific services that are guaranteed delivery by a certain time in the day (as with the FedEx® reference) or merely providing discrete rate calculations for particular delivery services (as with the UPS® reference), Claims 1 and 32 of the present application, for example, are directed to: "*display ... each respective service-specific, carrier-specific shipping rate ... adjacent a display indicating a respective time and date before which a particular respective carrier would deliver the respective particular parcel ...*". It

is respectfully asserted that, as compared to merely disclosing specific services that are guaranteed delivery by a certain time in the day (as with the FedEx® reference) or merely providing discrete rate calculations for particular delivery services (as with the UPS® reference), various embodiments of the subject matter of, e.g., Claims 1, 32 and 63 may be useful in providing a user with a simultaneous visual (display) cross-comparison of the rates associated with each service offered by each carrier that would deliver a particular parcel to a particular delivery destination so that the user can quickly determine the best carrier and service to suit the user's needs.

For the foregoing reasons, it is respectfully submitted that Claims 1, 32 and 63 are patentably distinguished from a listing of various delivery service levels offered by a single carrier, e.g., overnight, 2-day, etc. as depicted, for example, in FIG. 8 of Kara and in the UPS® reference.

For similar reasons, it is respectfully submitted that independent Claims 26 through 31, 57 through 62, and 65-70 are patentably distinguished from a listing of various delivery service levels offered by a single carrier, e.g., overnight, 2-day, etc. as depicted, for example, in FIG. 8 of Kara and in the UPS® reference. For example, Claims 26, 57, and 65 recite prompting a user "... with an interactive prompt ... comprising a display of a plurality of cells, wherein each cell ...comprises an intersection of indications of a corresponding parcel delivery date and a corresponding parcel delivery time, and wherein at least one cell of said plurality of cells displays for user selection a calculated shipping rate, wherein said calculated shipping rate corresponds to a particular carrier delivering said particular parcel at or before the corresponding delivery time on the corresponding delivery date ...". It is respectfully submitted that a listing of various delivery service levels offered by a single carrier does not disclose an "interactive prompt ... comprising a display of a plurality of cells, wherein each cell ...comprises an intersection of indications of a corresponding parcel delivery date and a corresponding parcel delivery time..." as recited in Claims 26, 57, and 65.

3. Barnett

It is respectfully asserted that there is no teaching or suggestion, and the Examiner has not identified any teaching or suggestion, found in the prior art, to make the claimed combination as further required under MPEP §706.02(j); see also MPEP §2143.

Further, even assuming for the sake of argument that there is some teaching or suggestion in the prior art to make the claimed combination with the Barnett reference, it is respectfully asserted, for the reasons explained further below, that the cited references, even when combined with Barnett, do not disclose, anticipate, teach or suggest all of the claim limitations of the amended and previously presented independent Claims of the present application as required under MPEP §706.02(j); see also MPEP §2143.

As compared to the rejected Claims, Barnett discloses "provid[ing] a multi-layered calendaring system wherein *events belonging to different categories* and selected by a user can be overlaid on one another in a single integrated calendar." Barnett, col. 2, lines 26 – 29 (emphasis added). It is respectfully asserted that providing a multi-layered calendaring system wherein *different events* belonging to *different categories* ... [are] overlaid on one another in a single integrated calendar, as disclosed in Barnett, does not disclose or suggest calculating rates for a single event (delivering a package) via, e.g., "...each respective service of a plurality of services offered by each respective carrier of a plurality of carriers to ship the respective particular parcel..." (as claimed in, e.g., Claim 1), and displaying those rates according to a simultaneous online interactive graphic cross-comparison of the rates, such as is the subject matter of the rejected Claims.

Moreover, for the following reasons, even assuming for the sake of argument that there is some teaching or suggestion to make the claimed combination with the Barnett reference, it is respectfully asserted that combining the UPS® and/or FedEx® and/or Kara references with Barnett still does not disclose, anticipate, teach or suggest the amended Claims of the present application. First, for the reasons described above, none of the UPS® and/or

FedEx® and/or Kara, whether considered alone or in combination, disclose, anticipate, teach or suggest calculating and/or simultaneously displaying a shipping rate for *each* service of *each* respective carrier. It is therefore respectfully submitted that combining the UPS® and/or FedEx® references and/or Kara with a calendaring system such as Barnett does not disclose, anticipate, teach or suggest the limitations of, *e.g.*, amended Claims 1 and 32, for calculating rates for *each* respective service of a plurality of services offered by *each* respective carrier and displaying the calculated rates adjacent a display indicating a respective time and date, such as is claimed in Claims 1 and 32.

Further, it is respectfully submitted that, even assuming for the sake of argument that there is some teaching or suggestion to make the claimed combination with the Barnett reference, combining the UPS® and/or FedEx® and/or Kara references with a calendaring system such as Barnett does not disclose, anticipate, teach or suggest calculating rates and displaying the calculated rates in correspondence with delivery dates and times as claimed in, *e.g.*, Claims 44, 63 and 64 of the present application.

It is respectfully submitted that Barnett does not disclose, anticipate, teach or suggest calculating rates and/or displaying calculated rates in correspondence with dates and times, or adjacent a display indicating a respective time and date, or at an intersection of indications of a corresponding date and time, or in association with a display of a corresponding delivery date and a corresponding delivery time, as claimed in one way or another in amended independent Claims 1, 26, 27, 28, 32, 44, 57, 58, 59, 63, 64, 65, 66 and 67. Rather, Barnett discloses a display of *events* in correspondence with dates and times.

As compared to the Claims of the present application, Barnett discloses “provid[ing] a multi-layered calendaring system wherein events belonging to different categories and selected by a user can be overlaid on one another in a single integrated calendar.” Barnett, col. 2, lines 26 – 29. Providing a multi-layered calendaring system wherein different events belonging to *different categories* and selected by a user can be overlaid on one another in a single integrated calendar, as disclosed in Barnett, does not disclose or suggest the

limitations of the Claims of the present application, such as Claims 1, 26, 27, 28, 32, 44, 57, 58, 59, 63, 64, 65, 66 and 67, that are directed, in one way or another, to calculating and/or displaying rates for a *single event* (e.g., to ship [a]...parcel (see, e.g., Claims 1 and 32), or, to support shipping [a] ... parcel (see, e.g., Claims 13 and 44), or for delivering [a] ... parcel (see, e.g., Claims 26 and 27)) via different services offered by various carriers. It is, therefore, respectfully asserted that the Examiner did not cite a prior art reference, or a combination of prior art references, explicitly disclosing, anticipating, teaching or suggesting all of the limitations of Claims 1, 26, 27, 28, 32, 44, 57, 58, 59, 63, 64, 65, 66 and 67. It is, therefore, respectfully asserted that the Examiner has not established a *prima facie* case of obviousness as set forth in MPEP 2143 with respect to Claims 1, 26, 27, 28, 32, 44, 57, 58, 59, 63, 64, 65, 66 and 67.

Further, it is respectfully asserted that, even if fees for events were displayed in the Barnett calendar depicted in Figure 9, those fees would be associated with the *various* events calendared, as opposed to the subject matter of the Claims of the present application, of calculating and/or displaying rates for a *single event* (e.g., to ship [a]...parcel (see, e.g., Claims 1 and 32), or, to support shipping [a] ... parcel (see, e.g., Claims 13 and 44), or for delivering [a] ... parcel (see, e.g., Claims 26 and 27)) and displaying the rates, e.g., adjacent a display indicating a respective time and date (see, e.g., Claims 1 and 32), or, wherein each rate displayed e.g., corresponds to a delivery of the first particular parcel by a first respective particular delivery time (see, e.g., Claims 13 and 44).

Still further, similar to the foregoing reasons with respect to Claims 1, 26, 27, 28, 32, 44, 57, 58, 59, 63, 64, 65, 66 and 67, it is respectfully submitted that none of the cited references, whether considered alone or in combination, disclose, anticipate, teach or suggest all of the limitations of Claims 29, 60 and 68, for detecting a clicking of a cell of an "online interactive display as a selection ... of a particular service ... by a particular carrier ... for shipping a particular parcel ...". In the Office Action, the Examiner states that "[i]t is old and well known in the art that when a selection or service that is available, when a cursor is placed over the selection a detailed popup window is displayed and once the

service is clicked on it is started up." Office Action, Topic Number 11. The Examiner adds that "[t]his is done in the Microsoft® Windows™ environment." Id. Notably, however, the Examiner's statement regarding technology involving the placement of a cursor does not specifically identify evidence expressly showing that the technology predates the priority date of the present application. Further, it is respectfully submitted that claims 29, 60 and 68 do not simply claim the technology involving the placement of a cursor, or the detecting a clicking. Rather, Claims 29, 60, and 68 recite limitations for detecting a clicking of a cell of an "online interactive display as a selection ... of a particular service ... by a particular carrier ... for shipping a particular parcel ...".

The Examiner also states that "Barnet discloses the use of hyperlinks with in the calendaring system which can be used to order service, or to view a more detailed view...". Office Action, Topic Number 17. It is respectfully asserted that a use of hyperlinks does not disclose, anticipate, teach or suggest the specific limitations of Claims 29, 60, and 68 detecting a clicking of a cell of an "online interactive display as a selection ... of a particular service ... by a particular carrier ... for shipping a particular parcel ...".

For the foregoing reasons, it is respectfully asserted that the Examiner did not cite a prior art reference, or a combination of prior art references, that disclose, anticipate, teach or suggest all of the limitations of Claims 29, 60, and 68. It is, therefore, respectfully asserted that the Examiner has not established a *prima facie* case of obviousness as set forth in MPEP 2143 with respect to Claims 29, 60, and 68.

Further, similar to the foregoing reasons with respect to Claims 1, 26, 27, 28, 32, 44, 57, 58, 59, 63, 64, 65, 66 and 67, and similar to the foregoing reasons with respect to Claims 29, 60, and 68, it is respectfully submitted that, none of the cited references, whether considered alone or in combination, disclose, anticipate, teach or suggest the subject matter of Claims 30, 61 and 69, which are directed to detecting a "placement of a cursor... over a cell of an online interactive display as a selection ... of a particular service ... by a particular carrier... for shipping a particular parcel ..." and that the Examiner did not cite a

prior art reference, or a combination of prior art references, that disclose, anticipate, teach or suggest all of the limitations of Claims 30, 61 and 69. It is, therefore, respectfully asserted that the Examiner has not established a *prima facie* case of obviousness as set forth in MPEP 2143 with respect to Claims 30, 61 and 69.

Further still, similar to the foregoing reasons with respect to Claims 1, 26, 27, 28, 32, 44, 57, 58, 59, 63, 64, 65, 66 and 67, and similar to the foregoing reasons with respect to Claims 29, 30, 60, 61, 68, and 69, it is respectfully submitted that, none of the cited references, whether considered alone or in combination, disclose or suggest the subject matter of Claims 31, 62 and 70, which are directed to responding "to a clicking ... of a cell of an online interactive display, by displaying an onscreen display of a shipping label for shipping a particular parcel with a particular carrier and a particular service ..." and that the Examiner did not cite a prior art reference, or a combination of prior art references, that disclose, anticipate, teach or suggest all of the limitations of Claims 31, 62 and 70. It is, therefore, respectfully asserted that the Examiner has not established a *prima facie* case of obviousness as set forth in MPEP 2143 with respect to Claims 31, 62 and 70.


It is respectfully asserted that that the Examiner did not cite a prior art reference, or a combination of prior art references, that disclose, anticipate, teach or suggest all of the limitations of dependent Claims 2-12, 14-21, 33-43, and 45-52. It is, therefore, respectfully asserted that the Examiner has not established a *prima facie* case of obviousness as set forth in MPEP 2143 with respect to dependent Claims 2-12, 14-21, 33-43, and 45-52. Further, in view of the foregoing reasons and authorities, because independent Claims 1, 13, 26-32, 44, and 57-70 are patentable over the cited references, it is respectfully submitted that dependent Claims 2-12, 14-21, 33-43, and 45-52, are therefore also patentable over the cited references.

CONCLUSION

In view of the foregoing amendments, and for the foregoing reasons and authorities, it is respectfully submitted that the invention disclosed and claimed in the Claims of the present amended application is not fairly taught by any of the references of record, taken either alone or in combination, and that the application is in condition for allowance. Accordingly, Applicant respectfully requests reconsideration and allowance of the amended application.

Respectfully submitted,

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